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## CERTIFICATION AGREEMENT (Annexure to CQF-02)

Order ID: \_\_\_\_\_  
(\*CRS-yy-mm-xxxx)

This Service agreement shall become effective on \_\_\_\_\_ and is subjected to the terms and conditions stated below between **COMPLIA REGULATORY SERVICES PRIVATE LIMITED, Plot No. 9, 3<sup>rd</sup> Floor, Paschim Vihar Extension, Rohtak Road, New Delhi-110063**(hereinafter referred to as "COMPLIA") and \_\_\_\_\_ (Applicant Name), \_\_\_\_\_ [Applicant Address] (hereinafter referred to as "Client"), .

### **Confidentiality, Integrity and Impartiality Policy**

- Both parties agree to maintain the confidentiality of all information exchanged in the course of the certification process.
- When either party is required to release confidential information as required by law or authorized by contractual arrangements, the other party shall be notified of the information provided, unless prohibited by law.
- Both parties shall act impartially and refrain from acting under any financial, commercial, or other pressures that might compromise impartiality.

### **Obligations of the Applicant**

- The applicant shall always fulfil the certification requirements, including
  - i. providing all necessary documentation, access to facilities, and cooperation required by the Certification Body to conduct assessments/ resolve complaints/ etc.
  - ii. implementing appropriate changes when they are communicated by COMPLIA.
  - iii. providing information about changes to the certified product.
  - iv. in case the certification applies to ongoing production, the certified product continues to fulfil the product requirements.
- The client maintains a record of all complaints regarding compliance with certification requirements, makes these records available to the certification body upon request, takes appropriate action on such complaints and any deficiencies affecting compliance, and documents the actions taken.

### **Obligations of the Certification Body (COMPLIA SERVICES LIMITED)**

- COMPLIA shall conduct impartial and objective assessment of the applicant's products against the relevant standards.
- COMPLIA shall provide the applicant with a detailed report of its findings following the assessment, including any non-conformities identified.
- COMPLIA agrees to issue certification upon successful demonstration of conformity with the applicable standards.
- COMPLIA agrees to inform the client, incase any of the certification activities are outsourced to external approved subcontractors and the client shall bear all costs and liabilities arisen due to these activities.

### **Scope of Certification and Application Validity**

- COMPLIA's certification scope includes products under the type 1a certification scheme as per ISO 17067: 2013 within the Telecommunication, Machinery, and Low Voltage Appliance industries.

- The application is valid for a period of 3 months from the date application is received, all fees are non-refundable as applicable. An accepted application may lapse in case of no communication by the applicant for a period of 1 month or 2 un-responded reminders.
- The same application must not be submitted with any other certification body(ies)

## **Use of Certification, Conformity Marks and Logos**

- To attain and maintain certification, applicant needs to comply with the certification requirements of the corresponding certification scheme, the applicant must agree to:
  - i. if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme
  - ii. The client must not use its product certification in a way that could damage the reputation of the certification body, and should avoid making any statements about the product certification that the certification body might find misleading or unauthorized
  - iii. If the client shares copies of the certification documents with others, the documents must be reproduced in full or as directed by the certification scheme
  - iv. When referencing its product certification in communication materials like documents, brochures, or advertisements, the client must adhere to the requirements set by the certification body or as specified by the certification scheme
  - v. The client adheres to any requirements specified in the certification scheme regarding the use of marks of conformity and the information related to the product

## **Fees and Payment**

- Applicant agrees to pay all the necessary fees and charges to COMPLIA associated with the certification process as invoiced by COMPLIA at the time of application and/ or during the certification process is ongoing. The client shall bear all costs and liabilities in case any of the certification activities are outsourced to external approved subcontractors. All fees must be paid upfront in advance before execution of the service unless there is a special approval from the Accounts department, regardless of the result of the application.
- COMPLIA holds the right to cancel the product certificate without any prior notice in case the applicable fees is not paid or dues are not cleared within a due date specified on the invoice.

## **Withdrawals, Suspension and Termination of Certification**

- COMPLIA holds the right to withdraw, suspend or terminate the certification in the below situations but not limited to:
  - i. Withdrawal- identification of major non conformity, recommended corrective action is not implemented within a specified time period, unpaid fees or the applicant makes a formal request to withdraw certification
  - ii. Suspension- complaints that indicate that the requirements of certification scheme are not maintained, or the applicant is unwilling or unable to ensure conformance to revisions of scheme.
  - iii. Termination- COMPLIA becomes aware of repetitive misuse of certificate.
- Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme and takes any other required measures.

## **Limitation of Liability**

- COMPLIA's liability to the beneficiary under this agreement shall be limited to the amount of fees paid by the client for the certification services.

## Dispute Resolution and Governing Laws

- Any disputes arising from or related to this agreement shall be resolved through mutual discussions. If unresolved, disputes shall be referred for adjudication to the Arbitration of a Sole arbitrator.
- This Agreement shall be governed by the laws of India. The Courts in New Delhi, India shall have exclusive jurisdiction over the subject matter of this Agreement.
- The cost of arbitration proceedings shall be equally borne by both parties, while each party will individually bear the fees of their respective Advocate/Counsel.

## Conflict of Interest

- The applicant is committed to disclose any information immediately in their best knowledge that may come across as a conflict of interest to COMPLIA or any of its staff.
- In case, any staff members of COMPLIA demands or puts forward a request of bribe, in any form, the applicant is committed to inform COMPLIA and its management representatives about the incident in written.
- The applicant shall not offer bribery in any form to COMPLIA or any of its staff members, also maintaining the integrity and impartiality of the certification business.
- If there is an evidence of fraudulent conduct of any form during the application of the conformity assessment process, COMPLIA shall reject the application and also reserves the right to take any legal action.

## Complaints and Appeals

- For submitting any type of complaints and appeals the client can send an email to [feedback@complia.services](mailto:feedback@complia.services). Upon receipt, COMPLIA shall respond to the same within 3 working days.
- If the applicant requires more information on the process for complaints and appeals, they can refer to the CB website, shall reach out to the certification team members, their concerned sales representative or send an email to [feedback@complia.services](mailto:feedback@complia.services).

## DECLARATION

**As the applicant Organization's Authorized Representative, I agree to the above conditions and obligations for certification. I attest that all statements made on the Application Form (CQF- 02) are correct to the best of my knowledge and belief. I assume responsibility for any damage caused by misinterpretation or incorrect data.**

COMPLIA REGULATORY SERVICES PRIVATE  
LIMITED

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Email \_\_\_\_\_  
Contact No. \_\_\_\_\_

(Applicant Organization)

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Email \_\_\_\_\_  
Contact No. \_\_\_\_\_

\_\_\_\_\_  
Signature and Stamp

\_\_\_\_\_  
Signature and Stamp